

WARRANTY DEED

THIS DEED, Made this 16th day of October, 2006

between TOYS R US – DELAWARE, INC., a Delaware corporation, successor in interest by name change to Toys "R" Us, Inc.,

whose legal address is: One Geoffrey Way, Wayne, New Jersey 07470, grantor,

and VNO TRU South Wadsworth Avenue LLC, a Delaware limited liability company

whose legal address is: 888 Seventh Avenue, 44th Floor, New York, New York 10019, grantee(s):

WITNESSETH, That the grantor, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Jefferson and State of Colorado, described on Exhibit A attached hereto and made a part hereof.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anyway appertaining and the reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. And the grantor, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with the grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

those certain permitted exceptions described on Exhibit B attached hereto and made a part hereof; and those certain restrictive covenants described on Exhibit C attached hereto and made a part hereof;

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor has executed this deed on the date set forth above.

Michael L. Tumolo
Michael L. Tumolo, as Vice President – Real Estate Counsel

STATE OF NEW JERSEY)
COUNTY OF Morris) SS

The foregoing instrument was acknowledged before me this 15th day of October, 2006, by Michael L. Tumolo, as Vice President – Real Estate Counsel of Toys R Us – Delaware, Inc.

Witness my hand and official seal.

My commission expires: _____

Maureen T. Senius
Notary Public
MAUREEN T. SENIUS
A Notary Public Of New Jersey
My Commission Expires May 1, 2007

When Recorded Send Deed to:

Riker Danzing Scherer Hyland & Perretti LLP
Headquarters Plaza
One Speedwell Avenue
Morristown, New Jersey 07962-1981
Attention: Victoria A. Morrison, Esq.



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Jefferson County, Colorado

R \$31.00
D \$857.26
WD

EXHIBIT A
LEGAL DESCRIPTION

2

LEGAL DESCRIPTION

Lot 1 in Block 1 in Toys "R" Us Subdivision, Jefferson County, Colorado.

Together with easement rights set out in Amended and Restated Reciprocal Easement and Operation Agreement recorded December 29, 1993 at Reception No. 93219711.

EXHIBIT B

PERMITTED EXCEPTIONS

Subject to matters of record and rights of tenants in possession.

4

Restrictive Covenant

5

Neither the property conveyed, nor any portion thereof, shall be used primarily as either:

- (i) a modern toy store, or
 - (ii) a modern babies', infants', juvenile's or children's specialty store,
- from the date of this instrument through the Termination Date (as defined herein).

On the Termination Date for each of (i) and (ii), the effected clause shall expire and be null and void.

The Termination Date shall mean the earliest of:

(a) January 31, 2032,

(b) (A) for the restriction in clause (i) on the date on which if Seller and/or its parent or any affiliate, subsidiary, related entity, mortgagee or successor-in-interest by merger or consolidation is no longer engaged in the retail business of operating modern toy stores in the Area of Dominant Influence (as such term is commonly used in the retail industry) where the restricted property is located, and (B) for the restriction in clause (ii) on the date on which if Seller and/or its parent or any affiliate, subsidiary, related entity, mortgagee or successor-in-interest by merger or consolidation is no longer engaged in the retail business of operating modern baby specialty stores in the Area of Dominant Influence where the restricted property is located; and

(c) the foreclosure or transfer in lieu of foreclosure of the interest in the Property being conveyed by this instrument by a mortgagee or holder of a deed of trust secured by such interest.

Notwithstanding anything to the contrary contained herein, if any tenant leasing any portion of the restricted property has the right, on the date of this instrument, to engage in the restricted uses, the exercise of such rights, as they exist on the date of this instrument, by such tenant shall not be a violation of this restrictive covenant.

The property is conveyed and accepted subject to and upon the express terms, covenants, conditions, restrictions and requirements contained in the restrictive covenants described on (this) Exhibit C, which restrictive covenants are made for the benefit of Grantor, its successors and assigns, and which restrictive covenants shall run with the property, and be binding upon Grantee, and its successors and assigns in title to such land. Grantee acknowledges that the restrictive covenants represent an important part of the consideration paid for the property, and a material inducement to Grantor for selling property to Grantee.

EXHIBIT C
RESTRICTIVE COVENANTS

6